

A.G. CONTRACT NO. KR 87-2468-TRD

ECS FILE: IGA-87-06

PROJECT: F-028-1-313PE, -513C

SECTION: Power Road - U.S. 60 Phase II

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA,  
AND  
THE CITY OF APACHE JUNCTION

THIS AGREEMENT entered into this 19th day of May, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State" and the CITY OF APACHE JUNCTION, acting by and through its CITY COUNCIL, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised Statutes to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State desires to construct the Superstition Freeway (S.R. 360) from Ironwood Drive to its junction with U.S. 60, including channel improvements to Weekes Wash from S.R. 360 south to Baseline Road with a dip section crossing Baseline Road; and

WHEREAS, City desires a bridge crossing Weekes Wash and associated approaches at Baseline Road to provide adequate access to City maintenance facilities; and

NO.	<u>12915</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>5-26-88</u>
	<u><i>John Shearn</i></u> Secretary of State
By	<u><i>A. L. Rave</i></u>

WHEREAS, State agrees to construct said bridge crossing Weekes Wash and associated approaches at Baseline Road in lieu of the proposed dip section; and

WHEREAS, the difference in construction cost for the bridge crossing with associated approaches and the dip section is estimated to be TWO HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED FORTY DOLLARS (\$274,640) as detailed on Exhibit A attached hereto and made a part hereof and City agrees to bear the total cost for said difference in construction costs, including all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said bridge.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for the construction of roadway improvements for S.R. 360 from Ironwood Drive to its junction with U.S. 60, including a bridge crossing over Weekes Wash at Baseline Road and associated approaches to the existing Baseline Road for approximately 800 feet each side of the bridge.

2. Provide plans for the bridge crossing over Weekes Wash at Baseline Road and associated approaches to City for review and approval.

3. Contract for construction of said roadway and bridge improvements, make all payments to the contractor, and approve and accept the new facilities.

4. Upon completion of construction of said bridge and approach improvements, submit to City a detailed breakdown of actual engineering and construction costs and a bill for any amount in excess of \$274,640 for said engineering and construction costs less the estimated cost for construction of a dip section or a check for any funds remaining from City's contribution of \$274,640.

CITY SHALL:

1. Review and approve plans prepared by State for bridge crossing Weekes Wash at Baseline Road and associated approaches and provide construction engineering and inspection services for said bridge crossing.

2. Deposit with State cash in the amount of TWO HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$274,640) prior to award of a construction contract for said improvements by the Transportation Board; said amount representing the estimated engineering and construction costs for the Weekes Wash bridge and approach improvements less the estimated cost for construction of a dip section.

3. Within twenty days of receipt of bill from State for any costs for engineering and construction costs for the Weekes Wash bridge in excess of \$274,640, remit to State payment in full for the amount billed.

4. In addition to all costs as heretofore mentioned, pay all reasonable costs associated with construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of the Weekes Wash bridge and associated approaches.

5. Upon completion of construction, retain maintenance responsibilities for Weekes Wash within the incorporated limits of the City of Apache Junction from the South right-of-way boundary for S.R. 360 one-half mile south to the completion of channel improvements just South of Baseline Road.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Section 32-214 Arizona Revised Statutes are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written. <sup>3</sup><sub>4</sub>

CITY OF APACHE JUNCTION

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY: Brian

TITLE: City Manager

BY: W. O. Ford  
State Engineer

ATTEST: Kathleen Connelly

## EXHIBIT A

TO

INTERGOVERNMENTAL AGREEMENT  
 BETWEEN  
 THE STATE OF ARIZONA,  
 AND  
 THE CITY OF APACHE JUNCTION

Item No.	Description	Unit	Approx. Quantity	Price	Total
=====					
A. Concrete Lined Dip Section					
1	Excavation	Cu.Yd.	3,180	\$2.00	\$ 6,360
2	Concrete Paving	Sq.Yd.	920	\$30.00	27,600
3	Slope Paving	Sq.Yd.	410	\$18.00	7,380
	Subtotal				\$ 41,340
B. Two-lane Bridge (With allowance for future 2 lanes)					
1	Borrow	Cu.Yd.	7,600	\$10.00	\$ 76,000
2	Aggregate Base	Ton	2,025	\$15.00	30,375
3	Asphalt Concrete Pavement	Ton	1,760	\$20.00	35,200
4	Struct Conc Class S (f'c=3000)	Cu.Yd.	25	\$200.00	5,000
5	Struct Conc Class S (f'c=3500)	Cu.Yd.	51	\$220.00	11,200
6	Struct Conc Class S (f'c=4000)	Cu.Yd.	92	\$250.00	23,000
7	Reinforcing Steel	Lb.	37,750	\$0.40	15,100
8	Precast Girder	Lin.Ft.	330	\$80.00	26,400
9	Structural Steel (Railing)	Lb.	2,400	\$2.00	4,800
10	Structural Excavation	Cu.Yd.	152	\$15.00	2,280
11	Structural Backfill	Cu.Yd.	62	\$20.00	1,240
12	Drilled Shaft Foundation (30")	Lin.Ft.	160	\$60.00	9,600
13	Miscellaneous (Pads, Etc.)	L.Sum	1	\$3,500.00	3,500
	Engineering				47,295
	Subtotal				\$ 291,010
Difference					\$ 249,670
Contingency (10%)					24,970
Total Difference					\$ 274,640

Note: Construction cost estimates are based on preliminary quantities.

RESOLUTION NO. 88-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, SETTING FORTH ITS INTENT TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF APACHE JUNCTION FOR THE CONSTRUCTION OF A BRIDGE ON BASELINE ROAD, WEST OF TOMAHAWK ROAD, IN THE VICINITY OF WEEKES WASH.

WHEREAS, the Arizona Department of Transportation is scheduling work for the construction of the Superstition Freeway (S.R. 360) within and adjacent to the incorporated limits of the City of Apache Junction; and

WHEREAS, the City of Apache Junction desires the Arizona Department of Transportation to construct a bridge in lieu of a depressed roadway section on Baseline Road in the vicinity of Weekes Wash; and

WHEREAS, the City of Apache Junction believes that the public interest will best be served with realizing cost savings in economies of scale and enhanced all-weather access which will result in better public response from the new City Services Annex.

NOW, THEREFORE, be it resolved that the Mayor and City Council of the City of Apache Junction, Arizona, approve Intergovernmental Agreement IGA-87-06 to share costs for the construction of a bridge on Baseline Road, West of Tomahawk Road, in the vicinity of Weekes Wash.

PASSED this 3rd day of May, 1988, by the Mayor and City Council of the City of Apache Junction, Arizona.

SIGNED AND ATTESTED TO THIS 11TH DAY OF MAY, 1988.

  
Norman S. Hill, Mayor

ATTEST:

  
Kathleen Connelly, City Clerk

APPROVED AS TO FORM:

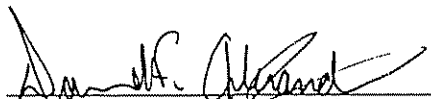
  
David F. Alexander, City Attorney

EXHIBIT "B"

*Handwritten mark*

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement between the State of Arizona, Arizona Department of Transportation, and the City of Apache Junction and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona, (ARS 9-240, ARS 9-276).

DATED this 10th day of May, 19 88.

By:

David F. Alexander  
City Attorney

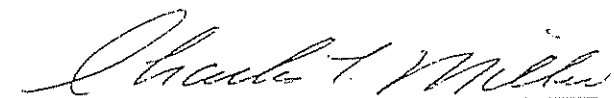
PROJECT: F-028-1-314PE, -514C

SECTION: Power Road - U.S. 60 Phase III

RESOLUTION

BE IT RESOLVED on this 5<sup>th</sup> day of October, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with Pinal County and the City of Apache Junction for construction of a bridge crossing Weekes wash and associated approaches at Baseline Road in conjunction with construction of roadway and drainage improvements to S.R. 360 from Ironwood Drive to its junction with U.S. 60.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

  
Charles Miller, Director  
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. AR-87-2468-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24<sup>th</sup> day of May, 1988.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division